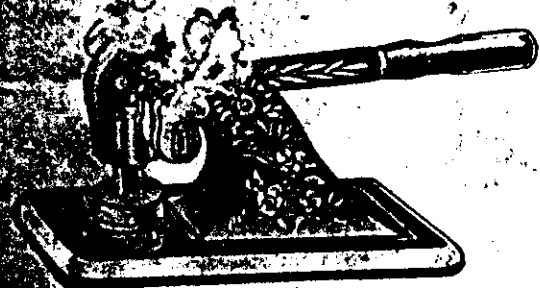


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LONDON, 1881



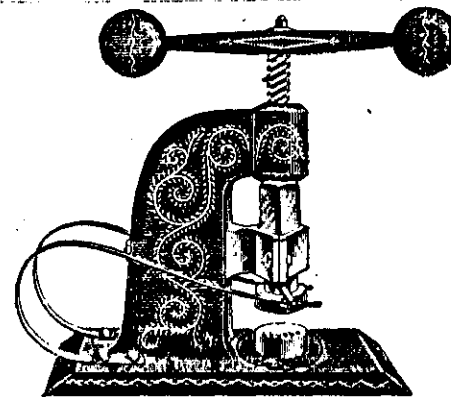
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BARCLAY & CO^{ALC}
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a/c of
LESLIE STRATH & CO

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a/c
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a/c

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CITY BANK
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MORGAN & SCOTT

UNION BANK
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SIRASOTA
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COLLINS & LOCK

WILLIAMS DEACON &
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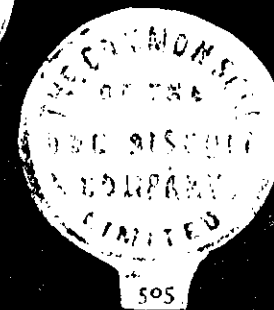
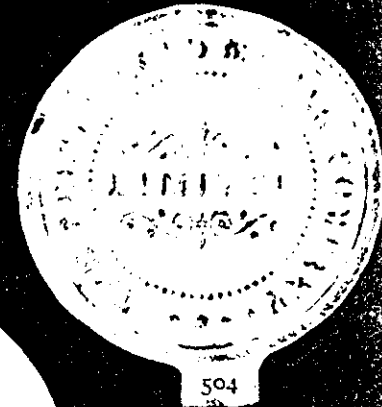
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1/4
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MORGAN CRUCIBLE

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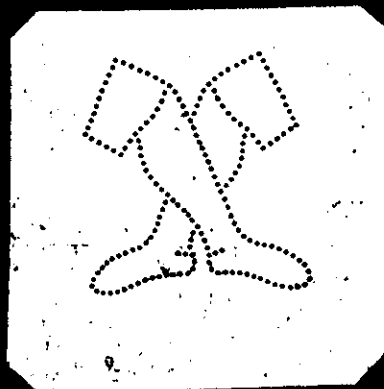
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IMPORTANT!

EXTRACTS FROM THE DAILY PAPERS,

29th September, and 3rd October, 1891.

IMPUDENT FRAUDS.—BOOKMAKERS' CHEQUES FALSIFIED.—Since the decision of the St. Leger not a few attempts have been made, we learn, to defraud certain London banks by falsifying cheques representing small sums received from bookmakers and agents. In one instance the attempt was strikingly successful, a cheque for a trifling amount being ingeniously altered by its recipient into one for over £1,300, and cashed by the London and County Bank. It seems that a crossed cheque for £1 19s. winnings over Common's victory in the St. Leger, was forwarded by Messrs. Valentine, Hardaway, and Topping, from Boulogne, to one of their clients. The person who received it **OBLITERATED THE CROSSING AND ALL THE WRITING ON THE CHEQUE**, with the exception of the signature of Messrs. Valentine, Hardaway, and Topping, and then changing the date filled in a sum of upwards of £1,300. So cleverly were the alterations executed that no suspicion was created when the cheque was presented at the bank last week, the cashier paying over the large amount mentioned. In another case a small cheque, sent out by Mr. Crook, also a well-known Boulogne agent, was falsified in a similar way to represent over £1,800, but when it was presented on Friday last at a West-End Branch of the Union Bank a little movement on the part of the cashier alarmed the presenter, who made a precipitate retreat from the building. This was a very fortunate escape, for in another moment the £1,800 would have been paid to the rogue. In yet a third case that has come to our knowledge it luckily happened that the account upon which a cheque for many hundreds of pounds had been fraudulently drawn was not large enough to meet it. On an intimation to that effect being conveyed to the person presenting it he took his departure, not, however, before expressing his indignation and explaining that he would "call and see the bookmaker from whom he had received the cheque." These cases clearly show how advisable it is for firms who are in the habit of paying money by cheque to use a **PERFORATING MACHINE**, by means of which the approximate value may be indicated, and the risk of falsification reduced to a minimum.—*Sportsman*.

We hear that Mr. Webster, the well-known Calais commission agent, did not escape the recent frauds practised on Boulogne and other firms. Recently Mr. Webster has discovered that one of his crossed cheques for the sum of little over £3 has been falsified into the large amount of £2,261, and, the cheque being presented to the London and Westminster Bank, the money was paid over the counter. Up to the present time, we understand, the perpetrator of these frauds is at large, but the matter is in the hands of the authorities at Scotland Yard.

Had the above mentioned cheques been "perforated" with the exact amount, or the words "Under £10," the frauds would have been most easily prevented.

Price £1 . 18 . 0.

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POLICE COURTS.

LARGE ROBBERY OF CHEQUES.

COMMISSION AGENT'S VALUABLE LETTER-BOX.

On a charge of being concerned in stealing a quantity of letters containing cheques and postal orders of the face value of £1,050 from the letter-box of Alfred Heathorn, a commission agent, at 51, Watwick-street, W., two men—Steven Baker, forty-seven, labourer, and George Broadbridge, thirty-eight, inquiry agent—were brought before Mr. Denman at Marlborough-street. There was also a charge of forging and uttering cheques.

The evidence given by Detective-Sergeant West related to conversations with the two accused men when he was arresting them regarding the cashing of a £3 cheque having a forged signature at the Express public-house, St. John-street, Clerkenwell. Broadbridge said: "Baker gave me the cheque, and he knows where it came from. He went with me to get it cashed, and it was signed 'S. Baker.'" Baker, pointing to Broadbridge, said: "He told me a man named 'Jimmy' gave him the cheque in Holborn, but as it was drawn by S. Baker he asked me to go to a public-house with him and get it cashed."

Another statement attributed to Broadbridge was: "Baker and I used to work together as private detectives for Inspector Downey and Inspector Davison of the City police."

Mr. Denman remanded the accused, allowing bail in £100 each.

SPECIAL LAW REPORTS

HOUSE OF LORDS.

Before Lords MACNAGHTEN, SHAND, DAVEY, LINDLEY, and ROBERTSON.

BANKERS AND CROSSED CHEQUES.

The judgment given in the appeal of the Capital and Counties Bank (Limited) v. Gordon determined important questions as to whether in respect of crossed cheques paid in by a customer having no title to them bankers are liable to recoup the true owner. The circumstances of the transactions which raised these questions were peculiar.

In 1889 Mr. James Gordon, who traded as Gordon and Munro, coffin furniture manufacturers, Birmingham, took into his employment Alfred Jones, a ledger clerk. Jones having been introduced by a gentleman of standing and repute to the Capital and Counties Bank, opened an account in November, 1896, in the name of H. Warner and Co., under which title, unknown to Mr. Gordon, he carried on a small business in another part of Birmingham. Mr. Gordon knew nothing as to Jones having opened this account, and the bank had no knowledge that Jones was in Mr. Gordon's employment. Jones commenced in August, 1895, to appropriate cheques, and between that date and February, 1899, he had stolen from his employer a large number, and having forged the endorsement for Gordon and Munro, he paid them into the account of Warner and Co. All were crossed cheques, and one was also marked "Not negotiable." On the forgeries being discovered, Jones was prosecuted, and was sentenced to penal servitude. Thereafter Mr. Gordon raised an action against the bank for the amount which the cheques represented. The bank pleaded that they received all the cheques as bankers for Jones in good faith, and without negligence, and that therefore they were protected by the 82nd section of the Bills of Exchange Act, 1882.

At the trial of the action at Birmingham Assizes the jury found that the appellants were not guilty of negligence, and Mr. Justice Bucknill found in their favour on questions of law. The Court of Appeal held that the appellants, having become the holders for value of the cheques during the interval of time between the crediting and the clearing, did not receive the same for their customer within the meaning of the section, but for themselves, although the appellants paid in only one instance was Jones's account overdrawn before the cheques were cleared. The decision of Mr. Justice Bucknill was therefore reversed, whereupon the bank appealed to their lordships' House.

There was another appeal—the London City and Midland Bank (Limited) v. Gordon—which, arising under the same circumstances, was heard jointly. Under the original action, which resulted in this second appeal, Mr. Gordon claimed payment of £2,067, the amount of cheques treated by them in the same way, but the case was complicated in regard to the London City and Midland Bank by the nature of some of the securities being different.

Mr. A. Cohen, K.C., and Mr. G. Spencer Bower, K.C., appeared for the appellants, the Capital and Counties Bank; and Mr. Haldane, K.C., Mr. Hugo Young, K.C., Mr. P. G. Henriques, and Mr. H. Cassie Holden for the other appellants, the London City and Midland Bank; and Mr. A. T. Lawrence, K.C., and Mr. Leslie for the respondent.

Lord Macnaghten, in delivering judgment, said it was admitted that each of the two banks acted in good faith, and the only remaining question was—Did the banks receive payment of these cheques for their customer? If they did, it was obvious that they were relieved from any liability which, perhaps, might otherwise attach to some preliminary action on their part taken in view and anticipation of receiving payment. But the protection conferred by Section 82 was conferred only on a banker who received payment for a customer; that was, who received payment as a mere agent for collection. It followed that, if bankers did more than act as such agents, they were not within the protection of the section. It was well settled that if a banker, before collection, credited a customer with the face value of a cheque paid into his account, the banker became holder for the value of the cheque. It was impossible, he thought, to say that a banker was merely receiving payment for his customer, and was a mere agent for collection, when he received payment of a cheque of which he was the holder for value. It seemed to him that the decision of the Court of Appeal was perfectly right. The Master of the Rolls appeared to have accurately summed up the case when he said if bankers treated crossed cheques as cash, and at once credited them to their customer, "instead of making themselves a mere conduit-pipe for conveying the cheque to the bank on

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Mr. A. Cohen, K.C., and Mr. G. Spencer Bower, K.C., appeared for the appellants, the Capital and Counties Bank; and Mr. Haldane, K.C., Mr. Hugo Young, K.C., Mr. F. G. Henriques, and Mr. H. Cassie, K.C., for the other appellants, the London City and Midland Bank; and Mr. A. T. Lawrence, K.C., and Mr. Leake for the respondent.

Lord Macmillan, in delivering judgment, said it was admitted that each of the two banks acted in good faith, and the only remaining question was—Did the banks receive payment of these cheques for their customer? If they did, it was obvious that they were relieved from any liability which, perhaps, might otherwise attach to some preliminary action on their part taken in view and anticipation of receiving payment. But the protection conferred by Section 82 was conferred only on a banker who received payment for a customer; that was, who received payment as a mere agent for collection. It followed that, if bankers did more than act as such agents, they were not within the protection of the section. It was well settled that if a banker, before collection, credited a customer with the face value of a cheque paid into his account, the banker became holder for the value of the cheque. It was impossible, he thought, to say that a banker was merely receiving payment for his customer, and was a mere agent for collection, when he received payment of a cheque of which he was the holder for value. It seemed to him that the decision of the Court of Appeal was perfectly right. The Master of the Rolls appeared to have accurately summed up the case when he said if bankers treated crossed cheques as cash, and at once credited them to their customer, "instead of making themselves a mere conduit-pipe for conveying the cheque to the bank on which it is drawn, and receiving the money for the customer, they are collecting the money, not merely for their customer, but chiefly for themselves, and therefore are not protected by Section 82." On all the other questions he agreed with the Court of Appeal, except as regarded certain drafts, amounting to £32 15s 9d. He moved their lordships that the judgment be affirmed, and the appeal dismissed, with costs.

Lord Shand, Lord Davey, and Lord Robertson said they had read the judgment which Lord Lindley was about to deliver, and with it they entirely concurred.

Lord Lindley, in the course of his judgment, stated that reliance was placed on Section 82 of the Bills of Exchange Act. The facts of this particular case did not, in his opinion, bring the bank within the operation of the section. What their lordships had to consider was, For whom did the bank, in fact, receive payment? The amount would not again be placed to Jones's credit; it was already there. The bank could not withdraw that credit after it had received payment of the cheque. The money paid belonged to the bank as soon as the bank received it. The bank had a right to sue for the money and to apply it in any way the bank thought proper, provided only that Jones was not treated as owing its amount. It must never be forgotten that the moment a bank placed money to its customer's credit the customer was entitled to draw upon it, unless something occurred to deprive him of that right. Nothing occurred in this case which had any such effect. It appeared to him impossible to say that under these circumstances the bank only received payment of the cheques in question for their customer Jones. So long as that section stood in its present form, bankers who desired its protection would have to be more cautious, and not place crossed cheques, paid in for collection, to the credit of their customers before such cheques were paid. The appeal should, in his opinion, be dismissed, with costs.

Passing to the London City and Midland Bank appeal, Lord Lindley said it raised not only the same question as the last, but also further questions, from the fact that four small drafts were drawn by a country branch of the appellants' bank on its own head office, and not crossed. The question here was whether those instruments were bills of exchange, as defined by Section 3 of the Act. As regards these four drafts, there had been an oversight; and the decision appealed against was wrong. The result was that the judgment of the Court of Appeal should be affirmed, except so far as it related to these drafts. This success was, however, too small to affect the costs of the appeal, which should be borne by the appellants.

Judgment was given accordingly.

COURT OF APPEAL

Before the MASTER of the ROLLS and Lord Justice STIRLING.

THEATRICAL CRITICISM.

IMPORTANT JUDGMENT.

An important judgment was given in a libel action arising out of a newspaper criticism of the musical "The Major." The plaintiff, Mr. Thomas McQuire, dramatic author and actor, resident in Plymouth, brought the action against the *Western Morning News*, Plymouth, and was composed by him.

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